

भारत का राजपत्र

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NEW DELHI, SATURDAY, OCTOBER 22, 1966 (ASVINA 30, 1888)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed as a separate compilation

नोटिस

NOTICE

नीचे लिखे भारत के असाधारण राजपत्र 6 अक्टूबर 1966 तक प्रकाशित किये गये :—

The undermentioned Gazettes of India Extraordinary were published up to the 6th October, 1966 :—

अंक Issue No.	संख्या और तारीख No. and Date	द्वारा जारी किया गया Issued by	विषय Subject
178	No. WB-3(18)/66, dated the 29th September, 1966	.. Ministry of Labour, Employment and Rehabilitation.	Appointment of a Central Wage Board for the Rubber Plantation Industry by the Government of India.
179	No. 12-ETC(PN)/66, dated the 4th October, 1966.	.. Ministry of Commerce	Exclusion of non-coking coal from the scope of the canalisation.
	No. 136-ITC(PN)/66, dated the 4th October, 1966	.. Do.	Import of Gum Arabic (S. No. 48/IV) from Sudan during April, 1966-March, 1967 licensing period.
180	No. 13-ETC(PN)/66, dated the 6th October, 1966	.. Do.	Canalisations of "Human Hair, Wigs and Wiglets made of Human Hair" through the State Trading Corporation of India.

ऊपर लिखे असाधारण राजपत्रों की प्रतियां प्रकाशन प्रबन्धक, सिविल लाइन्स, दिल्ली के नाम मांगपत्र भेजने पर भेज दी जाएंगी। मांगपत्र प्रबन्धक के पास इन राजपत्रों के जारी होने की तारीख से दस दिन के भीतर पहुंच जाने चाहिए।

Copies of the Gazettes Extraordinary mentioned above will be supplied on Indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

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भाग I—खण्ड 1

PART I—SECTION 1

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और उच्चतम न्यायालय द्वारा जारी की गई विधितर नियमों, विनियमों तथा आदेशों और संकल्पों से संबंधित अधिसूचनाएं

Notifications relating to Non-Statutory Rules, Regulations, Orders and Resolutions issued by the Ministries of the Government of India (other than the Ministry of Defence) and by the Supreme Court

गृह मंत्रालय

नई दिल्ली-11, दिनांक 12 अक्टूबर 1966

सं० 9/63/66-पुलिस IV—भारतीय राजपत्र के भाग 1, खण्ड 1 में प्रकाशित इस मंत्रालय की अधिसूचना नं० 24/3(7)/64-पुलिस-I (पि० IV), दिनांक 16-7-65 में निम्नलिखित सुधार कर दिये जायें :—

(क) पुलिस कठिन सेवा पदक

क्रमांक 29, 30, 54, 55, 59, 61, 107 से 111 तक, 113 से 124 तक, 147, 149, 183 से 187 तक, 258 से 264 तक, 300, 373, 375, 378, 380 से 392 तक, 396, 398, 399, 401, 403 से 406 तक, 698 से 762 तक, 764 से 782 तक, 785, 804, 808, 815 से 842 तक, 844, 845, 847 से 860 तक, मिटा दिये जायें।

सं० 9/63/66 पुलिस IV—भारतीय राजपत्र के भाग 1, खण्ड 1 में प्रकाशित इस मंत्रालय की अधिसूचना सं० 24/3(7)/64 पुलिस I (पि० IV), दिनांक 21-3-66 में प्रकाशित निम्नांकित सुधार कर दिये जायें :—

(ख) पुलिस कठिन सेवा पदक व पुलिस कठिन सेवा पदक की पट्टी

क्रमांक 281, 286, 287, 291, 292, 294, 297, 298, 307, 309, 311, 314, 315, 317, 319, 320, 322, 324, 339, 340, 341, 344, 351, 358, 359, 370, 372, 376 से 379 तक, 381, 382, 385, 389, 393, 396 से 400 तक, 404, 406 से 409 तक, 412, 413, 414, 417, 418, 423, 428, 431, 432, 436, 440, 442, 446, 447, 452, 454, 456, 457, 459, 463, 471, 475, 476, 478, 482, 483, 485, 487, 488, 490, 493 से 496 तक, 500 और 502 मिटा दिये जायें।

(ग) पुलिस कठिन सेवा पदक

क्रमांक 33, 43, 167 से 171 तक, 173, 174, 227, 229 से 236 तक, 238, 240 से 243 तक, 506, 631, 648, 657, 659, 713, 726 और 746 मिटा दिये जायें।

दिनांक 13 अक्टूबर 1966

सं० 9/60/66 पुलिस IV—राष्ट्रपति, केरल पुलिस के निम्नांकित अधिकारियों को नागा प्रदेश के विशिष्ट भागों में कार्य करने के उपलक्ष में पुलिस (कठिन सेवा) पदक प्रदान करते हैं :—

क्रमांक	पद	नाम
1	2	3
1.	कमांडेंट	व्ही० पदमनाभा नायर
2.	असिस्टेंट कमांडेंट	प० माधवन
3.	उप निरीक्षक	र० बाल कृष्ण पिलै

4. कम्पौण्डर	म० क० बालकृष्णन
5. कम्पौण्डर	व० प० रामचन्द्रन नायर
6. एस० 33 हवलदार	म० न० गोपालन नायर
7. नर्स	जी० संकरन नायर
8. नर्स	क० भासकरन नायर
9. नर्स	चेलन
10. नर्स	थानु कुट्टन
11. नर्स	शशिधरन
12. नर्स	सोमराजन

2. यह पदक पुलिस कठिन सेवा पदक नियमावली के नियम 1 के अन्तर्गत दिये गये हैं।

जी० एस० बैलूर, अनु सचिव

उद्योग मंत्रालय

नई दिल्ली, दिनांक 10 अक्टूबर 1966

सं० 10(10)प्रोड०/66—राष्ट्रीय उत्पादित परिषद, जिसको सोमाइटो पंजीयन अधिनियम, 1860 (1860 का 21वां अधिनियम) के अधीन पंजीबद्ध किया गया है, के नियमों के नियम 3 के अन्तर्गत भारत सरकार में निहित शक्तियों के द्वारा भारत सरकार उपर्युक्त नियम के खंड (क) के अधीन एनद्द्वारा श्री के० पेन्नात्तूर, उप कार्यकारी निदेशक, राष्ट्रीय उत्पादित परिषद को 3 सितम्बर 1966 से श्री एन० के० भोजवानी, कार्यकारी निदेशक के स्थान पर, जिन्होंने 13 जनवरी, 1966 के पूर्वाह्न को अपना कार्यभार योजना आयोग में प्रमुख (खाद्य) (चीफ फूड) के पद पर स्थानान्तरण हो जाने के कारण छोड़ दिया था, परिषद का स्थानापन्न कार्यकारी निदेशक नियुक्त करती है।

आर० के० रंगन, उप सचिव

स्वास्थ्य एवं परिवार नियोजन मंत्रालय

(स्वास्थ्य विभाग)

शुद्धि-पत्र

नई दिल्ली, दिनांक 13 अक्टूबर 1966

प० सं० 16-4/66-स्था० स्वा० शा०—स्वास्थ्य मंत्रालय के संकल्प सं० 16-13/65-स्था० स्वा० शा० 2, दिनांक 5 अगस्त, 1965 में, जिसमें संकल्प सं० 16-13/65-स्था० स्वा० शा० 2, दिनांक 7 अक्टूबर 1965 तथा 31 दिसम्बर 1965 के अनुसार संशोधन किये गये हैं, नगर सामुदायिक विकास कार्य-क्रम की समन्वय समिति की सदस्य-सूची की मद संख्या 10 के सम्मुख की गई वर्तमान प्रविष्टि के बदले निम्नलिखित प्रविष्टि रखें :—

‘योजना आयोग के चार प्रतिनिधि’

आदेश

आवेश दिया जाता है कि स्वास्थ्य मंत्रालय के संकल्प सं० 16-13/65 स्था० स्वा० शा० 2, दिनांक 5 अगस्त 1965, 7 अक्टूबर 1965 और 31 दिसम्बर 1965 के क्रम में इस शुद्धिपत्र की प्रति सभी राज्य सरकारों/संघ क्षेत्रों के स्थानीय स्वायत्त शासन विभागों के सचिवों, सभी मंत्रालयों, प्रधान मंत्री सचिवालय, राष्ट्रपति के निजी एवं सैनिक सचिव, मंत्री मण्डल सचिवालय, नियंत्रक तथा महालेखा निरीक्षक, योजना आयोग, संसद कार्य विभाग, स्वास्थ्य सेवाओं के महानिदेशालय को सूचनार्थ भेजी जाये।

ज्ञान प्रकाश, संयुक्त सचिव

शिक्षा मंत्रालय

नई दिल्ली, दिनांक 11 अक्टूबर 1966

सं० 22(27)/63-एस० आर०-2—इस मंत्रालय की अधिसूचना सं० 22(27)/63-एस० आर०-2, दिनांक 21 अगस्त 1965 में तरमीम करते हुए, अन्तर्राष्ट्रीय वैज्ञानिक संघ-परिषद् की राष्ट्रीय समिति में निम्नलिखित व्यक्ति शामिल होंगे :—

1. श्री डी० एस० जोशी, अध्यक्ष
मंत्रिमण्डल सचिव।
2. डा० आत्मा राम,
महानिदेशक,
वैज्ञानिक तथा औद्योगिक अनुसंधान
परिषद्।
3. डा० एस० भगवन्तम,
रक्षा मंत्री के वैज्ञानिक सलाहकार।
4. प्रो० एस० धावन,
निदेशक,
भारतीय विज्ञान संस्थान,
बंगलौर।
5. श्री एस० एस० खेरा,
अध्यक्ष,
हिन्दुस्तान एरोनौटिक लि०।
6. प्रो० एम० जी० के० मैनन,
निदेशक,
टाटा इंस्टीट्यूट आफ फण्डामेंटल रिसर्च,
बम्बई।
7. डा० बी० पी० पाल,
महानिदेशक,
भारतीय कृषि अनुसंधान परिषद्।
8. डा० के० आर० रामनाथन,
भौतिकी अनुसंधान प्रयोगशाला,
अहमदाबाद।
9. प्रो० टी० एस० सदाशिवन,
प्रोफेसर आफ बोटनी,
मद्रास विश्वविद्यालय।

10. डा० डी० एस० कोठारी,
अध्यक्ष,
विश्वविद्यालय अनुदान आयोग।

11. डा० विक्रम ए० साराभाई,
अध्यक्ष,
अणु शक्ति आयोग एवं सचिव,
अणुशक्ति विभाग, बम्बई।

12. प्रो० टी० आर० शेषाद्रि,
एफ० आर० एस०,
एमेरिटस प्रोफेसर,
रसायन विभाग,
दिल्ली विश्वविद्यालय।

13. श्री एच० एन० सेठना,
निदेशक,
अणुशक्ति संस्थापन, ट्राम्बे,
बम्बई।

14. कर्नल बी० एल० तनेजा,
महानिदेशक,
भारतीय चिकित्सा अनुसंधान परिषद्।
एम० एम० मल्होत्रा, उप-सचिव

श्रम, रोजगार और पुनर्वास मंत्रालय

(श्रम और रोजगार विभाग)

नई दिल्ली, दिनांक 10 अक्टूबर 1966

सं० ई० एण्ड पी० 4/1/36/66—केन्द्रीय मजदूर शिक्षा बोर्ड के नियमों और विनियमों के नियम 3 (एफ०) और (जी०) (iii) के अनुसार भारत सरकार एतद् द्वारा श्री आई० सी० पुरी, सचिव, पंजाब सरकार श्रम, सहकारिता, मुद्रण और लेखन-सामग्री तथा खेलकूद विभाग, चंडीगढ़ को 2 सितम्बर, 1966 से 28 फरवरी 1966 तक केन्द्रीय मजदूर शिक्षा बोर्ड में पंजाब राज्य सरकार के प्रतिनिधि नियुक्त करती है।

2. तदनुसार श्रम और रोजगार मंत्रालय की अधिसूचना संख्या ई० एण्ड पी० 4(24)/58, तारीख 12 दिसम्बर, 1958/29 अग्रहायण, 1880 (समय-समय पर संशोधित) में निर्दिष्ट प्रविष्टि :—

“5 श्री आर० आई० एन० अहूजा,
सचिव, पंजाब सरकार, श्रम, सहकारिता, मुद्रण और लेखन-सामग्री तथा खेल-कूद विभाग, चंडीगढ़।”

के स्थान पर निम्नलिखित को रखा जाए—

“5—श्री आई० सी० पुरी,
सचिव, पंजाब सरकार, श्रम, सहकारिता, मुद्रण और लेखन-सामग्री तथा खेल-कूद विभाग, चंडीगढ़।”

हंमराज छाबड़ा, अवर सचिव

MINISTRY OF HOME AFFAIRS*New Delhi-11, the 12th October 1966*

No. 9/63/66-Police-IV-Correction—In this Ministry's notification No. 24/3(7)/64-P.(I)(PIV), dated the 16th July, 1955, published in Part I, Section 1, of the Gazette of India the following corrections shall be made :—

A Police (Special Duty) Medal

Serial Nos. 29, 30, 54, 55, 59, 60, 107 to 111, 113 to 124, 147, 149, 183 to 187, 258 to 264, 300, 373, 375, 378, 380 to 392, 396, 398, 399, 401, 403 to 406, 698 to 782, 785, 804, 808, 815 to 842, 844, 845, 847 to 860 shall be deleted.

No. 9/63/66-Police-IV-Correction—In this Ministry's notification No. 24/3(7)/P.(PIV), dated the 16th July, 1965, published in Part I, Section 1 of the Gazette of India the following corrections shall be made :—

B. Police (Special Duty) Medal and Bar to the Police (Special Duty) Medal

Serial Nos. 281, 286, 287, 291, 292, 294, 297, 298, 307, 309, 311, 314, 315, 317, 319, 320, 322, 324, 339, 340, 341, 344, 351, 358, 359, 370, 372, 376 to 379, 381, 382, 385, 389, 393, 396 to 400, 404, 406 to 409, 412, 413, 414, 417, 418, 423, 428, 431, 432, 436, 440, 442, 446, 447, 452, 454, 456, 457, 459, 463, 471, 475, 476, 478, 482, 483, 485, 487, 488, 490 to 496, 500 and 502, shall be deleted.

C Police (Special Duty Medal)

Serial Nos. 33, 43, 167 to 171, 173, 174, 227, 229 to 236, 238, 240 to 243, 506, 631, 648, 657, 659, 713, 726 and 746 shall be deleted.

G. I. BAILUR, Under Secy

MINISTRY OF INDUSTRY*New Delhi, the 10th October 1966*

No. 10(10)Prod/66—By virtue of the powers vested in the Government of India under Rule 3 of the Rules of the National Productivity Council which has been registered as a Society under the Societies Registration Act, 1860 (Act XXI of 1860), the Government of India hereby nominate, under clause (a) of the said Rule, Shri K. Pennathur, Deputy Executive Director, National Productivity Council as officiating Executive Director of the Council with effect from the 3rd September, 1966 in place of Shri N. K. Bhojwani, Executive Director who relinquished charge on the forenoon of the 13th January, 1966 consequent on his transfer to the Planning Commission as Chief (Food).

R. K. RANGAN, Dy. Secy.

MINISTRY OF IRON AND STEEL**(Iron And Steel Control)****PUBLIC NOTICE**

Subject :—Imports from the U.S.A. under the U.S. AID Commodity Programme Assistance, 1966 (AID LOAN No. 386-H-160).

Calcutta-1, the 7th October 1966

No. I&E/IV/10-13/66.—The appendix to this Public Notice sets out the terms and conditions governing imports, under the United States Agency for International Development Commodity Programme Assistance, 1966 (AID Loan No. 386-H-160) of Iron and Steel mill products and other materials of which licences are issued by the Office of the Iron & Steel Controller, Calcutta or by any of his Regional offices.

2. Attention of the Importers is specially drawn to the following :—

(a) "Notice to U.S. Business" as prescribed should be submitted to the Iron & Steel Controller, 33, Netaji Subhas Road, Calcutta within 15 days of the receipt of the Import licence if the value of the licence is Rs. 75,600 or more.

(b) subject to the stipulation in the note below, orders must be placed for the full value of the licence within 15 days from the "Bid closing date" fixed by the Iron & Steel Controller, 33, Netaji Subhas Road, Calcutta-1 or within 10 days from the receipt of Waiver or 2 months from the date of issue of Import licence if the value of the licence is less than Rs. 75,600 as the case may be.

Note—No order should be placed on a U.S. Supplier if it involves issuance of a Letter of Credit in dollars of a sum less than one thousand dollars. This stipulation will also apply in respect of each order where ordering on more than one U.S. Supplier is involved. The total value of all such orders should not, however, exceed the value of the licence.

(c) Within three weeks from the date of placement of orders, the importer should apply to the Iron & Steel Controller, DLF Credit Cell, 33, Netaji Subhas Road, Calcutta-1 with a bank guarantee (for the full value of the licence plus one per cent thereof) for a separate and express authorisation for opening a Commercial letter of credit. No remittance of foreign exchange will be allowed as the licence will be under the Letter of Commitment Procedure.

(d) The Letter of Credit of the specified U.S. Bank should be opened for the full value of the authorisation within 3 weeks from the date of publication of the Iron & Steel Controller, 33, Netaji Subhas Road, Calcutta-1.

Note—Letter of Credit for less than \$ 1,000 should not be opened.

(e) The licence should be utilised within its initial period of validity as no re-validation will be granted under any circumstances.

APPENDIX

TERMS AND CONDITIONS GOVERNING THE ASSUE OF IMPORT LICENCE UNDER THE U.S. AID COMMODITY PROGRAMME ASSISTANCE, 1966 (AID LOAN No. 386-H160).

(I) Eligible items

A list of eligible items is given in Annexure I. (The inclusion of an item in the list or issuance of licence for that item will always be subject to the commodity procurement orders issued from time to time by the AID authorities.) The minimum value for which a licence will issue is Rs. 7,600. The licence will be valid for the import of goods of U.S. source only.

U.S. Source is defined to mean that the goods in question have been grown, mined or produced through manufacturing, processing or assembly in the U.S.A. Items only from countries included in code 899 as defined in clause (XIV) below provided that the cost of the components to the supplier does not exceed 10 per cent of the lowest export price at which the supplier makes the item available for export, excluding shipping costs and marine insurance.

'U.S. Source' is further defined to mean that the goods are shipped to India either from (a) the U.S.A. or (b) a bonded warehouse or free port if shipped therefrom the U.S.A. in the form in which received in India.

Note—AID Washington have relaxed the ten per cent limitation on imported components in certain cases, vide source Rulings of AID Washington reproduced in Annexure VI.

II Bid Invitations

A—Notice to U.S. Business regarding proposed procurement of goods :

Unless the value of the Import licence is less than Rs. 75,600 or unless AID Waives notification procedure (see clause IV below) importers are required to follow the procedure explained in Annexure III for notifying U.S. business regarding the proposed procurement. The Notice to U.S. Business to be prepared in accordance with Annexure III should be submitted by the Importer to the Iron & Steel Controller, 33, Netaji Subhas Road, within 15 days of the receipt of the Import Licence.

It is emphasised that if any U.S. supplier asks for information or clarification from the Indian Importer in response to the "Notice to U.S. Business" such enquiries must be answered so that the potential U.S. supplier is enabled to quote for the particular commodity to be procured. It is the responsibility of the importers to see that such enquiries are duly answered by him and not ignored. The orders as finalised with suppliers should conform to the provisions of clause (V) below.

B.—Other procurement Requirements. Information on price accepted and abstracts of offers and bids :

The importer shall furnish an abstract of all price quotations, offers or bids received, as the case may be showing (a) the name and address of all offerors or bidders and their Principals, if any (including manufacturers or processors of the goods, where known), (b) the offers they made or the bids they submitted in terms of categories of goods, quantity, quality, delivery time offered and other relevant factors and (c) the name of the successful bidder. In cases where the order was placed or the award made to other than the lowest offeror or bidder the importer will give the reasons for rejecting the lower offers or bids and for accepting the successful bidder.

III Import Licences of less than Rs. 75,600 in value

For Import licence of less than Rs. 75,600 in value, the submission of "Notice to U.S. Business" mentioned in clause (ii) above is not necessary and the Importer can straightaway finalise orders with suppliers. It is however, essential that the orders as finalised should conform to the provisions of clause (V) below.

IV Waiver of Notification Requirements

1. **Proprietary Waiver** :—Upon written application by importer, the AID may reduce the 45 days waiting period or waive this requirement in the case of procurement of Proprietary items, i.e., items which are part of an existing plant or are required for the extension of an existing plant machinery or items such as spare parts for which orders must be placed on the original suppliers for technical reasons. For this purpose, the Importer may apply through the Iron & Steel Controller, Netaji Subhas Road, to the Industrial Resources Adviser, U.S. Agency for International Development American Embassy, New Delhi while submitting the form of "Notice to U.S. Business". Such requests should contain full and detailed justifications for the requested waiver and should be supported by documentary evidence, wherever necessary. In no case should such requests for waiver be sent directly to AID. They are to be prepared in duplicate and routed through the Iron & Steel Controller, 33, Netaji Subhas Road, Calcutta-1.

who after satisfying themselves that a *prima facie* case for waiver exists, will forward such requests to AID for the latter's consideration and decision. The Importer should not finalise the order unless the waiver applied for is granted by the U.S. Agency for International Development, New Delhi.

2. *Sole Agency Waiver*—When Importers are the exclusive distributors of exclusive franchised assemblers or processors of products supplied by a certain Principal, or are bound by a contractual agreement to buy certain kinds or types of products only from that one supplier, the responsibility for securing 'waiver' from AID rests with the supplier, who should send the importer two copies of his requests. The supplier's request should be submitted to the office of small Business AID Washington DC 20523. The request must be accompanied by a copy of the contractual document governing the sole agency relationship and should be supported by a statement from the supplier similar to the following—

"We certify that (full name and address of importer) is bound by contractual agreement to purchase his requirements of (name or description of commodity or products) only from (name of supplier) that our agreement prevents his purchasing other brands of this commodity or products from other suppliers and that he cannot therefore consider competitive offers". If the waiver is authorised by AID, AID will send one copy of the waiver to the supplier and one copy to the Importer. The Importer then should send a copy of the waiver to the Iron and Steel Controller, DLF Credit Cell Section, 33, Netaji Subhas Road, stating the Import Licence No. against which he will operate the waiver and should want clearance from the Iron & Steel Controller, 33, Netaji Subhas Road, Calcutta-1. For each import licence issued subsequent to the authorisation of the waiver, the Importer should inform the Iron & Steel Controller, DLF Credit Cell Section whether the Waiver is still valid and make a reference to the letter of the Iron & Steel Controller, Calcutta, which conveyed the original clearance to the operation of the waiver. The Importer should not finalise any orders until he has received specific clearance from the Iron & Steel Controller, Calcutta

V—Price of Commodities and their Use

The goods should be procured at reasonable prices which should normally approximate the lowest competitive export price, having regard to quality, time and cost of delivery and other factors. In addition, prices for purchases in bulk shall not exceed the market price prevailing in U.S.A. at the time of purchase, adjusted for differences in the cost of transportation to destination, quality and terms of payment. (The supplier certifies to this price requirement in the Supplier's Certificate shown in Annexure II.) The prices at which contracts are concluded by the importer will be subject to check by the Government. The contract prices should be shown in U.S. dollars only. No orders should be placed on a U.S. supplier if it involves issuance of letter of credit in dollars of a sum less than one thousand dollars. This stipulation will also apply in respect of each order where ordering on more than one U.S. supplier is involved. The total value of all such orders should not, however, exceed the value of the licence.

Any contracts entered into in violation of the conditions of this paragraph will render the licence liable to cancellation. Goods imported under this Import Licence shall be used only for the purpose for which the import licence is issued and/or in accordance with such conditions as may hereafter be prescribed by Government.

VI.—Time Limit for the placing of Orders

Subject to the stipulation in the Note under this clause, orders must be placed for the full value of the licence within the following time limits :—

- (1) In the case of items for which submission of "Notice to U.S. Business" mentioned in clause (II) above is necessary, the importer shall ensure that orders are finalized with the U.S. suppliers within 15 days from the "Bid closing date" vide Annexure III.
- (2) In the case of items for which 'waiver' of 'Notice to U.S. Business' requirements is applied for and secured under clause (IV)-1, above, the importer shall ensure that orders are finalized with the U.S. Supplier within 10 days from the date of receipt of the "waiver". In cases where Sole Agency Waivers under clause (IV)-2 are authorised by AID, the importer shall ensure that orders with the U.S. suppliers are placed within 10 days from the date of receipt of the clearance from the Ministry of Industry to operate the Sole Agency Waiver.
- (3) In the cases of Import licences of less than Rs. 75,600 in value, to which the procurement procedure in clause (III) applies, the importer shall ensure that orders with the U.S. supplier are finalized within two months from the date of issue of the import licence.

Note :—No order should be placed on a U.S. supplier if it involves issuance of letter of credit in dollars of a sum less than one thousand dollars. This stipulation will also apply in respect of each order where ordering on more than one U.S. supplier is involved. The total value of all such orders should not however, exceed the value of the licence.

VII—Agent's Commission

Prior to placing orders on U.S. suppliers, the importer should ascertain whether the supplier has an agent in India and whether any commission to that agent will be involved. Where the prices include commission for the agent in India, the importer shall provide in the contract with U.S. supplier that the commission will be payable to the agent in rupees through the Importer's Bankers in India. This commission, although payable in rupees in India, will be duly taken into account against the value of the Imports Authorised under the Import licence concerned; an equivalent amount will *not* therefore be available for additional imports under the individual licence.

To secure that only the net price (after deducting the Agent's commission) is paid to the supplier by the U.S. Bank and the commission is paid to the agents in rupees in India, the following procedure should be followed :—

In the contract with the U.S. supplier and the Commercial letter of credit opened subsequently in his favour, it should be clearly stipulated that *two sets* of detailed commercial invoices be submitted by the supplier to U.S. Banks when seeking payment under the Letter of Credit. The first set of invoices should show only the gross sales amount and should be placed in a sealed cover addressed to the "IMPORTER". The second set of invoices should show only the net price *plus* agent's commission and the gross sale amount, name and address of the agent in India to whom payment is to be made should also be indicated. The second set should be accompanied by the original suppliers' certificate, A.I.D. Form 281 and should be marked "FOR AID AND THE GOVERNMENT OF INDIA."

In cases where no agent's commission is involved the invoice must be accompanied by a certificate from the supplier in the *FORM PRESCRIBED BY AID*, Washington to the effect that no agent's commission is included in the invoice.

The Indian Banks should—

- (a) collect from the Indian importer the cost of imports in Rupees on the basis of the gross invoices at the rate of Rs. 757.50 for \$ 100.00 and give the importer the sealed cover addressed to the importer;
- (b) make commission payments to agents in India on the basis of the invoice showing net price, commission, and gross amount marked "FOR AID AND GOVERNMENT OF INDIA" within 15 days of receipt of documents from U.S. Banks at the rate of exchange prevailing on the date payment is made to the U.S. supplier by the U.S. Bank. **THIS PAYMENT MUST BE MADE AFTER OBTAINING A CERTIFICATE FROM THE AGENT IN INDIA TO THE EFFECT THAT—**
 - (i) he has performed services in India constituting a direct and substantial contribution towards securing the sale of the commodity-related service finance by AID hereunder ;
 - (ii) has performed such service in India; and
 - (iii) maintains a regular place or business in India.

After payment to the Agent in India in Rupee, the balance of the amount collected from the importer, *vide* (a) above, should be deposited into Government account at the Reserve Bank of India, New Delhi, or the State Bank of India, Delhi or remitted by means of a demand draft drawn in favour of the A.G.C.R., New Delhi on the State Bank of India, New Delhi and one set of documents containing this invoice along with the challan in original should be forwarded to Iron & Steel Controller, 33, Netaji Subhas Road, Calcutta-1, DLF Credit Cell. In case of deposits through demand drafts, the draft should be sent to the A.G.C.R., New Delhi giving him full particulars of the transactions under advice to the Iron & Steel Controller, DLF Credit Cell, 33, Netaji Subhas Road, (Indian Banks handling the invoices must carefully follow the instructions to ensure that payments are correctly made to agents in India.)

(c) ensure that letters of credit clearly indicate that agent's commission, other than commissions to agents in India paid by U.S. Suppliers, should conform to the provisions of the Letter of Commitment and AID Regulation I

VIII—Credit Facilities—

If the importer wants to avail himself of the credit facilities offered by the U.S. suppliers, he could do so provided the period of credit does not extend beyond 90 days after the date of shipment and provided no interest charges, direct or indirect, are payable by him because of the credits extended. No other credit arrangements except to the extent in this paragraph is permissible.

IX—Documentation.—

Ordinarily, Letters of Credit will be opened with approved U.S. Banks holding the letter of commitment for paying the suppliers for goods delivered. The importer is responsible that the supplier is informed regarding his responsibility in completing and submitting the following documents to the U.S. Bank at the time that the supplier claims payment for the delivered goods. Each document should indicate the AID Loan Number shown in the import licence. (Further details of documentation requirements is contained in Annexure VII.)

A. *Supplier's Invoice*.—The regular commercial invoice should be two sets as below:—

- (a) One set showing quantity, detailed description, gross sales price, net sales price (after deducting discounts etc. *OTHER THAN COMMISSION TO AGENTS IN INDIA*) and basis of delivery (e.g. C. & F. CIF, FAS) of the goods. If the goods are shipped from a free port or bonded warehouse, the invoice should be indicated. *This set should be placed in a sealed cover addressed to the Importer.*
- (b) The second set setting out the details as in (a) above and in addition showing commission to Agents in India, the net sales price after deducting Agents' Commission in India. In cases where no agents' commissions are involved, the invoice must be accompanied by a certificate in form specifically prescribed by AID Washington for the purpose. (The U.S. Bankers will make payment of the net amount shown in these invoices.) This set should be prominently marked *"FOR AID AND GOVERNMENT OF INDIA"*. A certificate should also be recorded on this set of invoice by the U.S. supplier to the effect that apart from the commission to Agents in India deducted from the invoice value, no other Commission is involved.

The certificates required under sub-para 'C' below are to be attached only with the second set of invoices and not with the invoices contract in the sealed envelope".

X. *Payments against Import Licence—Letter of Commitment Procedure*

No remittance of foreign exchange will be allowed from India in respect of Import licences issued under the Letter of Commitment Procedure. The U.S. suppliers will be paid directly by the designated U.S. Banks against Letters of Commitments opened in their favour by the Agency for International Development, Department of State, Washington on submission of the documents detailed in Annexure VII.

The licensee should, before finalizing contracts or placing orders with the foreign suppliers, ensure that the procedure laid down in the various clauses [particularly clauses (II) to (VII) above] has been fully complied with. Thereafter, but not later than three weeks from the date of placement of orders, the licensee should apply to the Iron & Steel Controller, Calcutta-1, DLF Credit Cell, for a separate and express authorization for opening a commercial Letter of Credit. The application should be in the form in Annexure IV and should be accompanied by a Bank Guarantee, in the form in Annexure V, obtained from an authorised dealer in foreign exchange in India. The Bank Guarantee should be for the full value of the import licence *plus* one per cent thereof. The Bank Guarantee should be executed on a non-judicial stamp paper, the value of the stamp being adjudicated by the Collector in accordance with the provisions of Section 31 of the Stamp Act, 1899.

If the application is found in order, the Iron & Steel Controller, Calcutta, will communicate their authorisation for the requisite amount to the licensee and the Indian Bank concerned indicating, *inter alia*, the Letter of Commitment number opened by AID and the conditions thereof as well as the name of the U.S. Bank with whom Letter of Credit in favour of U.S. suppliers should be opened. Iron & Steel Controller will also advise the U.S. Bank concerned suitably. The Letter of credit on the specified U.S. Bank should be opened within three weeks from the date of issue of authorisation for the full value thereof under intimation to the Iron & Steel Controller, DLF Credit Cell, Calcutta-1, failing which the authorisation will lapse, and the licensee will have to make a fresh application giving full justification as to why the Letter of Credit was not opened within the specified time limit. The Letter of Credit opened by the Indian Bank on the designated U.S. Bank against the Letter of Commitment of AID should detail the conditions to which the licence is subject and call for the submission of documents detailed in Annexure VII.

The Letter of Credit should also specify the provisions of clause (VII) regarding commission to Agents in India for the guidance of the supplier in preparing the invoices. The U.S. Banker should be clearly instructed to make payment of the net amount only as shown in the invoice mentioned at (IX) above. In his contract with U.S. suppliers, the licensee should also indicate that the documents detailed above have to be submitted by the U.S. suppliers. He should also keep in view the provisions of clause (IX) above.

Note.—Letter of Credit for less than \$ 1,000 should not be opened.

Within seven days of the receipt of advice of payment with shipping documents, where necessary from the U.S. Bank, the Indian Bank concerned shall arrange deposit to the credit of the Government of India in the Reserve Bank of India, New Delhi/State Bank of India, Delhi, or by means of a Demand Draft drawn on the State Bank of India, New Delhi, in favour of the Accountant General, Central Revenues, New Delhi, under the head of account specified by the Department of Economic Affairs, of the rupee equivalent of the invoice price representing the dollar disbursements made by the U.S. Bank at the rate of Rs. 757.50 per \$ 100. Thereafter, the Treasury Challan evidencing the deposit shall be sent by registered post along with a copy of shipping documents to the

Iron & Steel Controller, DLF Credit Cell, Calcutta-1, indicating references to the Invoice/Shipping documents, and the relevant licence number and the authorisation of that Department to which the transaction relates. The Indian Bank concerned shall also, on demand by Government of India, arrange deposit within seven days, in the Reserve Bank of India, New Delhi/State Bank of India, Delhi or by means of a Demand Draft drawn on the State Bank of India, New Delhi, in favour of the Accountant General, Central Revenues, New Delhi, of such additional amount on account of service charges and/or interest as may be demanded by the Government of India. The Indian Bank concerned shall release the shipping documents to the importer only after the deposits aforesaid are made to the credit of the Govt. of India.

After the obligations in terms of the Bank Guarantee are fulfilled, the licensee and/or the Bank can apply to the Iron & Steel Controller, DLF Credit Cell, Calcutta, for the release of the Bank Guarantee.

Note.—The above arrangement does not absolve the importers of their responsibilities and obligations to make the necessary rupee deposits within the prescribed time limit.

XI. *Report regarding orders placed*

Within a fortnight of the placement of orders, a report should be sent by the importers with a copy to the Iron & Steel Controller, DLF Credit Cell, Calcutta-1, consisting of the following information and documents:—

- (A) Number and date and value of the import licence and relative AID Loan No.,
- (B) Value and quantity of orders placed and accepted by the supplier,
- (C) Name and address of the supplier,
- (D) General description of the items to be imported and Commodity Code Number if known,
- (E) A copy of the order placed on the supplier and of his acceptance; and
- (F) Number and date of the communication from the Ministry of Industry (AID Section) relating to publication of "Notice to U.S. Business" or grant of "waiver", where applicable.

Any change in the terms of the order should be intimated promptly to the Iron & Steel Controller, DLF Credit Cell, Calcutta-1.

In cases where imports of any of the following items are involved, the importer shall as soon as the purchase contract is made, inform the U.S. AID Mission, New Delhi (Attention: E.O./PRO) of the name and address of the U.S. supplier and the particulars of the transaction:

- (a) Tin plates and/or Terne Plates,
- (b) Tin Metal and Tin Base Alloys in primary forms (excluding pig tin) and tin products and Tin Base Alloy Products including Tin Base Babbit Metals.

XII. *Actual User Licences*

Holders of Actual User Licences for raw materials may, at their discretion, import more or less of any items of raw materials or components covered by their licences, subject to the following conditions.

- (A) The procedure in clauses (II), (III), (IV), (VI) and (VII), above, as the case may be, and clause (V) is duly observed;
- (B) The face value of the licence is not exceeded; and
- (C) The excess in respect of any individual item will not exceed 25% of the value limit, if any, indicated in the licence itself for that particular item.

The above facility will be allowed by the Customs Authorities on the strength of this public notice and it will not be necessary for licence-holders to get their licences specially endorsed for this purpose.

Note.—In placing orders under the facility allowed in this clause, the condition that no order can be placed on a U.S. supplier if it involved issuance of any letter of credit in dollars of a sum less than one thousand dollars should be kept in view.

XIII. *Sixty per cent shipment on U.S. Flag Vessels*

It should be ensured that at least 60 per cent of the total tonnage of all orders (computed separately for dry bulk carriers, dry cargo liners and tankers) is shipped on U.S. flag commercial vessels.

XIV. *Forty per cent shipment on Indian Flag Vessels*

The remaining 40 per cent of the total tonnage of all orders (computed separately for dry bulk carriers, dry cargo liners and tankers) should be shipped on Indian vessels to the extent that such Indian vessels are available at competitive and reasonable rates of freight. If, however, no suitable Indian vessel is available at competitive and reasonable rates, a non-availability certificate about Indian vessels should be obtained by the importer/supplier from the Secretary, Shipping Coordination Committee, Ministry of Transport, New Delhi

(Cable; Transchart) or the Ministry of Transport's Forwarding Agents in U.S.A., namely, M/s. Dyson Shipping Company, 17, Battery Place, New York-4 N.Y. Freight charges in respect of goods transported on Indian flag Vessels shall be payable in Indian rupee only.

If the non-availability of Indian flag vessels is established in the manner prescribed above, the importer/supplier may ship those goods in a third country vessel. The vessels so used should be of countries included in Code 899 of the A.I.D. Geographic Code in effect at the time of shipment. The code includes all countries except the following :—

The Union of Soviet Socialist Republics, Albania, East Germany, Estonia, Hungary, Latvia, Lithuania, Rumania, Poland, Danzig Vietnam (North), North Korea, China (Mainland) and Communist controlled areas (which include Manchuria, Inner Mongolia, the provinces of Tsinghai and Sikang, Sinkiang, Tibet, the former Kwantung leased territory the present Port Arthur Naval Base Area, and Liaoning Province), Outer Mongolia and Cuba.

In order to facilitate remittance of ocean freight in cases where third country vessels are used in the circumstances and under the conditions set forth in the preceding two sub-paragraphs of this clause, the importer should, at the time of opening letters of credit against licences ensure that it is stipulated that in addition to the shipping documents etc. required for the purposes of negotiations, the supplier or shippers should produce the prescribed certificate regarding non-availability of Indian Vessels, in the event of goods upto 40% tonnage limit being transported by third country vessels, for drawing the freight amount under the Letter of Credit.

XV. Disqualified Vessels

No part of the goods covered by the licence should be shipped in any of the vessels notified in the Iron & Steel Controller's notifications issued from time to time.

In the letters of credit opened on U.S. Banks against AID licences it is not necessary to detail the list of ineligible vessels as this list may undergo revision from time to time and necessitate frequent amendments to the letters of credit. It will be enough if instead of detailing the list of ineligible vessels, the letters of credit opened on U.S. Banks stipulate, *inter-alia*, for the production of the following certificate :—

"The vessel owner or operator certifies that the vessel which will perform under this contract is not a vessel which has been banned by AID for transporting AID financed goods. The vessel owner or operator further certifies that they assume full responsibility for any claim filed by AID Washington or any other authority in case of violation of the requirement".

XVI. Chartered Vessels

Goods covered by the licences should not be carried in vessels or aircrafts chartered for the purpose unless such charter has been approved in advance by the AID Washington. Application for securing approval must be made to the Resources Transportation Division, AID Washington D.C. 20523. The importer shall ensure that such charter is in accordance with the provisions of clauses (XIII) and (XIV).

XVII. Marine Insurance

Marine Insurance may be effected either with U.S. or Indian Insurance Companies. In respect of insurance covered with Indian Insurance Companies, insurance premia shall be payable in rupees.

XVIII. Insurance claims

Claims for deficiency in quality and specifications of defective goods, shortlandings, damages, etc. with the suppliers/steamer companies/U.S. insurance companies shall be settled in dollars, the payment being remitted by the supplier/steamer companies/U.S. insurance companies to the concerned Bank in India of the importer. There is, however, no objection to claims arising out of shortlandings, and/or damages to goods while in transit with shipping companies being settled by the shipping companies's representatives in India in rupees. Immediately upon the settlement of claims, the importer should notify the Iron & Steel Controller (Claims Section), Calcutta all the details of such payment and also furnish a certificate from the concerned Indian Bank that all the foreign exchange in connection with the settlement of the claims has been received in India. In addition, a quarterly statement as in the form enclosed as Annexure VIII should be rendered to the Iron & Steel Controller (Claims Section), Calcutta. It is imperative that importers should receive the claim in India and should, in no case, arrange for their being credited to their accounts if any, with the suppliers/shipping companies abroad.

XIX. Marking of Commodities

The importer shall make arrangements with his suppliers to comply with the requirements regarding marking of the commodities imported as set out in Annexure XI.

XX. Report regarding procurement and shipping

Importers should furnish direct to the Iron & Steel Controller, (Statistical Section), Calcutta, every quarter, procurement and shipping reports. The formats of these reports are given in Annexure IX and X hereof. The importers should compile these reports separately with reference to

each authorisation received by them from the Ministry of Finance (Department of Economic Affairs) every quarter, within 15 days of the end of the period to which they relate. Each report should contain reference to the licence number and the relevant authorisation. It is essential that the importers strictly adhere to the time limit of 15 days mentioned.

XXI. Records and Inspection

In order to identify the items financed under the Loan; to disclose their costs and their use, to show the nature and extent of solicitation of perspective suppliers and the basis for the award of the contracts or orders involved and to indicate the progress in their utilisation, the importer shall maintain a copy of each of the following documents :—

- A. (1) Bill of Lading.
- (2) Suppliers' Invoice(s).
- (3) Packing List.
- (4) Certificate of origin.
- (5) AID Supplier's certificate.
- (6) Import Licence.
- B. (1) Invitation to Bid (if any).
- (2) OSB Notice, or copy of waiver of this requirement.
- (3) Bids received.
- (4) Evaluation of bids, including justification for award.
- C. Contract or order.
- D. Claims for insurance—all correspondence involved.
- E. Stock and Inventory Record which will include information concerning the disposition and/or utilisation of the imported items. These should be part of the importers' ordinary stock and inventory records and separate records only for the items imported under AID licence and not required to be maintained.

Such books and records shall be maintained until seven years from the date of the licence. The importer shall enable the authorised representative of the AID to inspect the utilisation of all items imported under the licence and the records and books maintained in that connection and shall afford all reasonable opportunity and assistance to them for such examination.

XXII. Notifying Supplier

The importer should apprise the supplier that AID Regulation I as published in U.S. Government Federal Register dated the 12th September, 1964 as may be amended from time to time applies to the transaction.

XXIII. Special conditions

Some special conditions are also applicable to imports of certain items. These special conditions and the items concerned are set out in Annexure XII. The importer shall ensure that the special conditions, as applicable to the import of the items in question, are observed in addition to the other conditions detailed in this Public Notice. He should also ensure that the contract entered into with the U.S. Supplier embodies *inter alia*, the relevant provisions with which the U.S. Supplier has to comply under such special conditions.

XXIV. Disputes

It should be understood that the Government of India will not undertake any responsibility for disputes, if any, that may arise between the importers and suppliers.

XXV. Future Instructions

The importer shall promptly comply with any directions, instructions or orders issued by Government regarding any and all matters arising from or pertaining to the import licences.

XXVI. Breach or Violations

Any breach or violation of the conditions set forth in the clauses mentioned above will result in appropriate action under the Imports and Exports (Control) Act.

XXVII. List of Annexures by Titles

- Annexure I—List of Eligible items.
- Annexure II—Suppliers' Certificate.
- Annexure III—Notice to U.S. Business.
- Annexure IV—Form of application for authorisation under Letter of Commitment.
- Annexure V—Bank Guarantee Form.
- Annexure VI—Source Rulings.
- Annexure VII—Documents required from suppliers.
- Annexure VIII—Quarterly statement of claims relating to short landings etc.
- Annexure IX—Quarterly progress report on procurement.
- Annexure X—Quarterly Report on Shipping.
- Annexure XI—Marking requirements—Goods and shipping containers.
- Annexure XII—Special conditions applicable to certain items of Import.

ANNEXURE I

DESCRIPTION—LIST OF ELIGIBLE ITEMS

AID Code No.

- 660—Iron and Steel Mill Products.
 6601—Pig Iron.
 6602—Ferro Alloys (Except Ferro Manganese & Ferro Nickel).
 **6608—Tinplate, Teeneplate & Tin Mill Black Plates.
 6613—Bars and Rods.
 6615—Plates, Sheets, Skelp, Strips etc.
 6701—Railroad Truck materials.
 6705—Wire and Wire Products.
 6715—Castings and Forgings.
 6716—Car Wheels and Axles.
 6719—Fabricated Iron and Steel Products.

(Castings and fabricated Iron and Steel Products are not under the licensing purview of the Iron and Steel Control).

*6611—Crude Steel (Ingots) and other primary forms.

ANNEXURE II

SUPPLIERS' CERTIFICATE AND AGREEMENT WITH THE AGENCY FOR INTERNATIONAL DEVELOPMENT—FROM NO. AID 281.

The supplier hereby acknowledges notice that the sum indicated on the accompanying invoice as claimed to be due and owing under the terms of the contract described on the reverse hereof (hereafter referred to as "said contract") is to be paid, in whole or in part, out of funds made available by the United States under the Foreign Assistance Act of 1961, as amended, and that such payment is subject to Regulation I, of the agency for International Development (A.I.D.) as in effect on the date hereof (22 CFR Part 201). In consideration of the receipt of such sum, the supplier agrees with and certifies to A.I.D. as follows:—

1. The undersigned is the supplier of the commodities or commodity related service indicated in the Invoice and Contract Abstract on the reverse hereof, is entitled under said contract to the payment of the sum claimed, and is executing this Certificate and Agreement for the purpose of obtaining such payment from funds made available by the United States as described above.

2. The supplier will, upon the request of the Administrator promptly make refund to A.I.D. of any amount by which the purchase price exceeds the maximum price permitted under the provisions of sub-part G. of A.I.D. Regulation I other than Section 201.62(a).

3. The supplier will, upon the request of the Administrator, promptly make appropriate refund to A.I.D. in the event of:

- his non-performance, in whole or in part, under said contract; or
- any breach by him of any of his undertakings in this Certificate and Agreement; or
- any false certification or representation made by him in this certificate and agreement or in the Invoice-and-Contract Abstract on the reverse hereof in regard to the transaction indicated therein.

4. The supplier will promptly pay to A.I.D. (Office of the Controller, A.I.D. Washington, D.C. 20523) any adjustment refunds, credits, or allowances payable to or for the account

ANNEXURE II—Contd.

of the importer arising out of the terms of the said contract or the customs of the trade.

5. On the basis of information from such sources as are available to the supplier and to the best of his information and belief, any commodity supplied under said contract meets the requirements of section 201.11(b) of A.I.D. Regulation I (1964 revision) as to (a) U.S. Source, (b) U.S. origin and (c) limitation on no U.S. components.

6. The supplier or his agent has not compensated any person to obtain said contract except to the extent, if any, indicated on the reverse hereof.

7. The supplier or his agent has not given or received and will not give or receive side payment, "kickbacks", or any other payment of benefit whatever in connection with said transaction or any series of transaction of which said transaction is a part, other than those payments or benefits referred to in paragraph 1 and 4 and indicated on the reverse hereof. Any commissions paid or to be paid in connection with said transaction are shown on the reverse hereof in blocks 20 through 22.

8. If the supplier is the producer, manufacturer or processor of the commodity, said contract is not cost-plus-percent-of cost contract.

9. On the basis of information from such sources as are available to the supplier, and to the best of his information and belief the purchase price in the higher than the maximum price permitted under each of the requirements of sub-part G. of O.I.D. Regulation I relating to maximum prices, other than Section 201.62(a).

10. The amount shown on the reverse hereof in block 2 is net of all credits, allowances, and discounts granted and payments made, by the supplier or his agent to or for the account of importer, including all discounts and payments for quantity purchases and prompt payment customarily allowed to other customers under similar circumstances.

11. The supplier will for a period of not less than five (5) years after the date hereof maintain all business records and other documents which bear on his compliance with any of the undertakings and certifications herein and will at any time requested by A.I.D. make such records and documents available to A.I.D. for examination.

12. The supplier has complied with the provisions contained and referred to in sub-part D. of A.I.D. Regulation I, if the supplier has been informed by A.I.D. of a requirement for submitting to A.I.D. for prior review proposed sales to be financed through funds made available by A.I.D. the supplier has made such submission has been notified by A.I.D. of the results of such review, and has complied with all conditions and requirements specified in such notification.

13. The supplier has filled in the applicable portions of the Invoice and contract Abstract on the reverse hereof certifies to the correctness of the information shown therein, and will upon the request of A.I.D. promptly furnish to A.I.D. such additional information in such form as A.I.D. may request concerning the purchase price, the cost to the supplier of the commodities and/or commodity related services involved, or any other facts, data, or business records relating to the supplier's compliance with his undertakings and certifications in the supplier's certificate and Agreements.

14. The agreement incorporated herein, shall be deemed to be a contract made under the laws of the District of Columbia, U.S.A. and shall be governed by and construed in accordance with such laws.

INVOICE AND CONTRACT ABSTRACT

INVOICE INFORMATION

1. A.I.D. Number.	2. Invoice Amount after Discount.	3. Source of Shipment	4. State where made.	5. Gross Long Tons.
6. Vessel's Name.	Bulk	Berth	Tanker	7. Flag.
				8. Port of Exit.
10. Commodity or Service in English.	11. Aid Code.	12. Invoice Date.	13. Quantity.	14. Quantity Unit.
			15. Unit price.	16. Shipping Terms.
17. Supplier's Name and Address.	18. Class of Supplier (Check One) (For U. S. Suppliers only)			19. Importer's name and address.
	Small Business concern.			
	Not Small Business Concern.			

INFORMATION AS TO COMMISSOIN, CREDITS, ALLOWANCES, SIMILAR PAYMENTS AND SIDE PAYMENTS.

20. Names of Recipients.	21. Address	22. Amount paid or to be paid included in Invoice (Not included in Invoice)
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CONTRACTS AND PRICE INFORMATION

23. Contract Date.	24. Total Contract amount.*	25. Specify here items and amounts that will account for any difference between contract and invoice prices.
Month Day Year		

*This should be exclusive of any amount shown in Block 22 on account of Indian Agent Commission.

N.B.— All the Blocks should be duly filled in with appropriate entries and not left blank. Where not applicable, the words "N.A." should be inserted in the Block.

ANNEXURE II—Contd.

Date	Name of supplier	(see instructions)
Signature and title of Official Authorised to sign for Supplier.		
Place executed (City, State, Country).		

NOTES :

- Any amendments of, or additions to, the printed provisions of this Supplier's Certificate and Agreement are improper and will not be considered a part hereof.
- False statements herein are punishable by United States Law.
- The word "Copy" must be written after signature on all signed copies other than the original.
- Importers should inform suppliers that copies of the Supplier's Certificates and of A.I.D. Regulation No. 1, are obtainable by Suppliers at Regional Offices of the U.S. Government Deptt. of Commerce, or from the Distribution Section, PS/GSP, AID, Washington, D. C.

ANNEXURE III

NOTICE TO U.S. BUSINESS REGARDING PROPOSED PROCUREMENT OF GOODS.

Instructions

The importer should execute the form "Notice to U.S. Business" given below and submit 7 copies to the Iron & Steel Controller, DLF Credit Cell, 33, Netaji Subhas Road, Calcutta-1, within 15 days of the receipt of the import licence. The "Notice" must be prepared in English, to the extent possible, specifications according to U.S. Standards shall be indicated for all the items sought to be imported and where U.S. specifications are not known, full description of the goods shall be given. While giving the description it should be ensured that it is worded in general terms enabling all interested suppliers to send in their quotations. Care should be particularly taken to avoid mention of Model Nos., Maker's name etc. The "Notice" should include all items which are allowed to be imported under the import licence. The importer shall not place or agree to place any order with the supplier under any import licence of a value of Rs. 75,600 or more until 45 days have elapsed from the time that the "Notice to U.S. Business" reaches the Agency for International Development, Washington. (In special cases, to enable U.S. business to make offers. AID may prescribe a longer period). To ensure that notification requirements are complied with, the Iron & Steel Controller, DLF Credit Cell, 33, Netaji Subhas Road, Calcutta-1, will, while forwarding the "Notice to U.S. Business" to AID for publication in "AID Small Business Circular", advise the importer the date upto which they shall defer placing final orders. On the expiry of this waiting period and subject to their receiving no further communication either from that authority or the AID Washington, the importers may finalise orders, after considering the quotations, if any, received from the U.S. suppliers in response to the "Notice to U.S. Business" published by the AID in the "Small Business Circular". The orders should be finalised within 15 days from the Bid closing date.

2. The Iron & Steel Controller, DLF Credit Cell, 33, Netaji Subhas Road, Calcutta-1, or AID, may require the revision and re-submission of any "Notice to U.S. Business" which does not comply with the requirements set forth in this Annexure. If warranted, the bid closing date may be extended due to such resubmissions.

3. The "Notice" should contain any entry for each paragraph A through K Paragraph (A) will always be "India". Paragraph (B) will be the Loan Number shown in the import licence and Paragraph (D) will always be U.S.A. If data for an entry is not necessary, insert "N.A." meaning not applicable.

FORMAT OF NOTICE TO U.S. BUSINESS REGARDING PROPOSED PROCUREMENT

- COUNTRY—INDIA.
- AUTHORITY—AID LOAN NO.
- SUBAUTHORITY—Import Licence No.
- SOURCE—U.S.A. (Aid Geographic Code No. (000)
- CLOSING DATE BIDS WILL BE ACCEPTED
(See Note 1)
- IMPORTER
(See Note 2)
- COMMODITY.
(See Note 3)
- SHIPPING BASIS FOR BID QUOTATIONS
(See Note 4)
- CABLE ADDRESS IF CABLEGRAM BIDS ARE ACCEPTABLE
(See Note 5)
- DESIRED DELIVERY DATE AND PORT OF ENTRY.
- OTHER REQUIREMENTS.
(See Note 6)

EXPLANATORY NOTES.

Guidance as to the information required in the individual paragraphs of the "Notice" is contained in the following notes :—

Note 1.—This will be filled by the Iron & Steel Controller, D.L.F. Credit Cell, 33, Netaji Subhas Road, Calcutta-1.

Note 2.—Indicate the name and complete address of the importer. Telephone number may also be included if the importer is willing to deal with bidders by such means.

(For example : Importer).
Acme Import Co. Ltd.,
14, Front Street, Bombay, India
Tel. Bombay 3737811.

NOTE 3.—Fully describe the commodities (excluding ocean transportation and marine insurance) for which quotations or offers are desired. Specifications shall indicate sizes, quantities, etc., and shall be in terminology which is readily understandable by U.S. Commercial trade and which will enable U.S. suppliers to submit quotations without further interpretation. Electrical equipment shall include the power characteristics required. Data shall be in such sufficient detail as to provide an adequate basis on which suppliers can submit realistic offers. Omission of U.S. standards as herein prescribed, may make the entire "Notice" unacceptable. If "Notice to U.S. Business" contains references to drawing and/or to specifications running to several pages, the importer should send 6 copies of the "Notice to U.S. Business" only but retain with him the drawings and documents containing the detailed specifications about which reference has been made in the "Notice to U.S. Business". The Iron & Steel Controller DLF Credit Cell, 33, Netaji Subhas Road, Calcutta-1, while transmitting the "Notice to U.S. Business" to AID Washington, for publication will inform the importer of the 'bid closing date' i.e. the date filled in against entry "E" of the "Notice", and also request him to send at least 50 copies of the drawings/documents containing specifications to the Office of the Small Business, Agency for International Development, Washington, D.C. 20523 direct by AIR MAIL, citing reference to the number and date of the Iron and Steel Controller, DLF Credit Cell, 33, Netaji Subhas Road, Calcutta-1, letter under which the Notice to 'U.S. Business' was forwarded to AID, Washington, for publication. The importer should comply with this request immediately and ensure that the copies of drawings etc. are sent to the office of the Small Business, Agency for International Development, Washington, D.C. 20523 so as to reach that office at least 45 days in advance of the 'Bid closing date'. The importer should endorse to the Iron & Steel Controller, DLF Credit Cell, 33, Netaji Subhas Road, Calcutta-1, a copy of the communication addressed to the Office of Small Business, AID Washington, D.C. 20523 in this connection. The Iron & Steel Controller, DLF Credit Cell, 33, Netaji Subhas Road, Calcutta-1, will thereupon inform the importer, having regard to the date of despatch of the drawings by the importer, whether the original 'bid closing date' remains unchanged. The importer should await this information from the Iron & Steel Controller, DLF Credit Cell, 33, Netaji Subhas Road, Calcutta-1, before acting on the original 'Bid closing date'.

NOTE 4.—Indicate basis on which quotations or offers are to be submitted; c.i.f. or C. & F. Port of Entry into India; f.a.s. or f.o.b. Port of exit from U.S.A.; etc. (For example : Bus's. c.i.f. Bombay).

NOTE 5.—Indicate whether or not cablegram quotations will be accepted. If acceptable, show Importers' cable address (For example; I, Cablegram : Acceptable, ACICO, Bombay).

NOTE 6—List any special shipping or packing instructions or other conditions and information which may be applicable and not included in preceding paragraphs (for example: the applicable special conditions of Annexure VIII should be detailed).

ANNEXURE IV

The Iron & Steel Controller,
33, Netaji Subhas Road,
Calcutta-1.

(D.C. Cell Section)

SUBJECT Import of ———— from U.S.A. under
AID LOAN ————

Sir,

In connection with the import of ———— from U.S.A. against the above AID Loan, we furnish the following particulars to enable you to issue us authorisation for opening a Letter of Credit through our bankers on the U.S. Bank designated by you:—

(a) Particulars of Import Licence

No and date	Value (Rs.)	Date up to which valid
-------------	-------------	------------------------

(b) Dollar value of licence
(Calculated at Rs. 757.50 per \$ 100).

(c) Dollar value of the orders placed for which authorisation is required specifying the name and address of the supplier/suppliers and the amount/s of authorisations required separately against each supplier (Copy of orders placed and U.S. suppliers' acceptance thereof to be attached.)

(d) AID commodity Code Number relating to the goods ordered.

(e) Name of the Indian Bank which has furnished the Bank Guarantee and which will open the Letter of Credit.

The Bank Guarantee furnished by ———— and
Name of Bank

which has been duly adjudicated by the Collector in accordance with the provisions of Section 31 of the Stamp Act, 1899 is attached

2. We certify that in respect of the goods covered by the orders in para 1(c) above the requirements of 'Notice to U.S. Business/Warrel' as prescribed in clauses (II) to (IV) of the Appendix to the Iron & Steel Controller's Public Notice No. J&E/IV/10-13/65 dated 7-10-66 have been duly fulfilled and the orders have been placed within the limit specified in clause (VI) of the same Appendix.

Yours faithfully,

Signature of the Licensee and full address)

Place :

Date :

ANNEXURE V

To

The President of India,
Through the Iron & Steel Controller,
33, Netaji Subhas Road,
Calcutta-1.

Sir,

In consideration of the President of India hereinafter referred to as 'the Government' having agreed to arrange for payment in foreign currency of the price of goods to be imported by Messrs a company having its registered office at in the State of hereinafter referred to as the 'Importers' under Import Licence No. dated granted for rupees, we, hereby guarantee that we shall arrange deposit to the credit of the Government in the Reserve Bank of India, New Delhi/State Bank of India, Delhi, or by means of a Demand Draft drawn on State Bank of India, New Delhi in favour of the Accountant General, Central Revenues, New Delhi :

- (i) Within seven days of the receipt of advice of payment with shipping documents, where necessary from the U.S. Banks, of rupee equivalent of the invoice price representing the dollar disbursements made by the U.S. Banks under the letter of credit established by us against the Letter of Commitment of the U.S. Agency for International Development, Department of State, Washington, hereinafter referred to as the 'U.S. AID' at the rate of Rs. 757.50 per \$ 100.

- (ii) Within seven days of the demand by the Government of such additional amount as may be demanded by the Government as being due on account of service charges and/or interest accrued on the amount reimbursed by U.S. AID to U.S. Banks for the period from the dates of such reimbursement by U.S. AID to the date of deposit of the rupee equivalent as aforesaid by the Importers or in case of the Importer's failure in this regard to the date of recovery of rupee equivalent as aforesaid from the Importers and/or from us.

We, undertake to pay to the Government on demand and without demur such sum not exceeding rupees as may be demanded by the Government in the event of the Importers failing or neglecting to make any of the above mentioned said payments and the decision of the Government as to such failure or neglect on the part of the Importers and as to the amount payable to the Government by us hereunder shall be final and binding on us.

We, agree and undertake not to release shipping documents to the Importer until after the rupee equivalent as aforesaid and the other dues, if any, as demanded by Government are deposited to the credit of the Government.

We, agree and undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

The guarantee herein contained and shall not be affected by any change in the constitution of the Importers or of our Bank.

The Government shall have the fullest liberty without affecting this guarantee to vary any of the terms of the Import Licence detailed above or to extend the time for payment by the Importers from time to time or to postpone for any time and from time to time any of the powers exercisable by it against the Importers and

We, shall not be released from our liability under this guarantee by any exercise by the Government of the liberty with reference to the amount aforesaid or by reason of any such variation or extension of time being given to the Importers or any forbearance, act or omission on the part of the Government or any indulgence by the Government to the Importers or by any of the matters or things whatsoever which under the law relating to sureties shall but for this provision have the effect of so releasing us, Bank from our such liability.

This guarantee shall remain valid for a period of eighteen months from the date hereof and if no action is brought against us within a period of one year from the date of expiry of this guarantee we shall stand released from all our liabilities under this guarantee.

Yours faithfully,

(Signature of the Authorised Officer
of the Bank and Bank's Full Address)

Place :

Date :

[The Bank Guarantee is to be executed on a non-judicial stamp paper, the value of the stamp being adjudicated by the Collector in accordance with the provisions of Section 31 of the Indian Stamp Act, 1899.]

ANNEXURE VI

SOURCE RULINGS.

Sl No. Item. Source Ruling.

(1) Steel.—A.I.D. has ruled that foreign ores from countries eligible under A.I.D. Geographic Code 899 used in the production of steel by United States Producers is exempted from the 10 per cent componentry rule. This is an industry ruling for which individual application need not be made.

ANNEXURE VII

DOCUMENTS REQUIRED FROM SUPPLIER

For cost of goods including costs of freight and/or marine insurance where the supplier pays such costs either for his own or the buyer's account, the following documents will be required:—

1. Suppliers Invoice

A. Two sets of invoices as described in clause (VII) of the Appendix showing the name and address of the Importer, quantity, detailed description of each item supplied; sales price for each item reflecting all trade discounts, the basis of delivery (FOB, C&F, CIF and FAS) of the goods, the dollar cost of any incidental services including delivery services not included in the price of the item and name and address of the supplier of marine of transportation Insurance and the dollar cost of such insurance if less than fifty dollars (\$ 50).

B. There the suppliers' invoice covers cost of ocean freight only, such invoice shall be executed by the supplier of the ocean freight and shall indicate instead of the quantity, description, sales prices and basis of delivery indicated above, the vessel, flag and the dollar and/or Rupee cost of ocean freight and related transportation charges. If the bill of lading [required by sub-paragraph C(1) below] meets the requirements of this sub-paragraph no invoice is required.

C. In the case of goods shipped from free port or bonded warehouse, the suppliers should endorse on or attach to the copy (or photostat) of the supplier's invoice, a statement indicating :—

- (1) Shipment from either a free port or bonded warehouse, in accordance with the facts;
- (2) the country or area from which the goods were shipped into such free ports or bonded warehouse; and
- (3) the name and flag of the vessel which transported the commodities from the U.S.A. to the free port or bonded warehouse.

2. Evidence of Shipment

A. Bill of lading or substitute, one copy (or photostat) of ocean or charter party bill of lading or airway bill, or parcel post receipt. The Bill of Lading shall indicate the carrier's statement or charges in whatever currency it is paid.

B. Bank certificate for shipments from the United States.—In the case of any commodity shipped from the continental United States (excluding Alaska) a certificate from the banking institution to the effect that it has been informed by the Approved Applicant or supplier that the sale is on an F.O.B. or F.A.S. basis and it is impracticable to furnish an ocean or charter party bill of lading, airway bill or parcel post receipt and that either :

- (1) *Shipment documents sent by bank.*—The banking institution has received a common carrier bill of lading, warehouse receipt, mate's receipt, master's receipt, dock receipt or domestic parcel post receipt (if in non-negotiable form, showing that the commodity has been consigned to or is being held for a person or organisation designated by the approved applicant) it has delivered or sent the same, in accordance with the instructions of the approved applicant to a person or organisation designated by the Approved Applicant;

and it has in its possession a written undertaking of such person or organisation (a) to arrange for ocean shipment and to deliver to the banking institution a copy, or photostat) of the ocean or charter party bill of lading, airway bill, or parcel post receipt or (b) if unable to arrange for ocean shipments within 90 days of the date of the undertaking to deliver the banking institution a common carrier bill of lading or warehouse receipt in negotiable form for the commodity or;

- (2) *Shipment document held by bank.*—The banking institution has received a common carrier bill of lading or warehouse receipt in negotiable form, and is in possession of the bank; it has been unable to deliver the same to a person or organisation designated by the Approved Applicant against the written undertaking described in (1) of this sub-division, and it is holding the negotiable common carrier bill of lading or negotiable warehouse receipt except that if it becomes possible before any such instructions are received, it will proceed in accordance with (1) of the sub-division.

3. Supplier's Certificate

The original and two copies of the "Supplier's Certificate" (and "Invoice and Contract Abstract" on reverse side, as shown in Annexure II) original signed by a responsible official of the supplier, covering the following :

- (A) The cost of the commodity, including the costs of ocean freight and/or marine insurance including war risk insurance when such costs are paid by the supplier for his own or the buyer's account to be executed by the supplier of the commodity.
- (B) The cost of ocean or air freight to be executed by the carrier.
- (C) The cost of marine insurance including war risk insurance to be executed by the insurer, insurance broker, or underwriter, when the cost of such insurance is more than fifty dollars (\$ 50).

4. Additional Documentation

Such additional or substitute documentation as may be specified from time to time by the Government of India.

ANNEXURE VIII

Statement showing the claims preferred and settled towards shortlanding etc. in respect of A.I.D.
Loans for the period ending.

Sl. No.	Loan No.	Name of importer	Commodity imported	Nature of claim whether for Short landing or damage etc.	Ref. to order/shipment to which the claim relates	Name of supplier/Steamer Co on whom claim has been preferred	Amount of claim preferred	Amount of claim received settled (whether in rupees or foreign exchange to be indicated)
1	2	3	4	5	6	7	8	9
Whether the amount in Col. 9 has been received in India in U. S. dollar/ other foreign currency (to be specified)	Amount of each shipment	Bill No. & Date	Invoice No. & Date	Licence No. and Date	Whether or not the good short-landed/damaged were replaced by fresh imports from a source other than AID loan	Reference to the letter of Authorisation for the opening of Letter of credit issued by the Ministry for Finance to which the shipment relates	Remarks	
10	11	12	13	14	15	16	17	

Dated signature of the authorised representative of the Importer.

ANNEXURE IX

Quarterly Progress Report on Procurement for the period ending
Name of Importer
Licence No
AID Loan No

No and Date of authorization issued by the
Ministry of Finance (Department of Economic
Affairs) for the opening of Letter of Credit

Sl No	Item to be procured with appropriate AID Commodity Code No	Orders placed				Deliveries made			
		During the period		Cumulative to end of the period		During the period		Cumulative to end of the period	
		Qty	Value	Qty	Value	Qty	Value	Qty.	Value
1	2	3	4	5	6	7	8	9	10

Dated _____ Signature of the authorised
representative of the importer

NOTE —

- (1) Quantities should always be expressed in terms of long tons (2240 lbs) and values in U.S. dollars only
- (2) The date of the relevant bill of lading should be taken as date of delivery
- (3) The values of deliveries during and to end of a particular periods should correspond to the disbursements made by U.S. Bank against the particular authorisation of the Ministry of Finance (Department of Economic Affairs)
- (4) The report should be compiled separately for each letter of Authorisation issued by the Department of Economic Affairs

ANNEXURE X

Report on shipping for the quarter/period ending _____
in respect of imports against the authorisation for opening of letter of credit issued by the Ministry of Finance (Department of Economic Affairs) in letter No _____
dated _____

U.S. Vessels *
Non-U.S. Vessels* (Strike off which ever is not applicable)

Sl No	Name and address of importer	Licence No Contract No. and date	Vessels		Port		Bill of of Lading Date	Description of Cargo A I D. Commodities Code No
			Name	Registry	Exist	Destination		
1	2	3	4	5	6	7	8	9

Gross tonnage			Freight Cost (U.S. Dollar Equivalent)		Supplier invoice reference		Indian Agents Commission paid	Amount Actually disbursed by the U.S. Bank	Remarks
Total	Long	Tons	Total	Paid by U.S. Banks	No. & Date	F.O.B. value of goods (in U.S. Dollars)			
Dry Bulk carrier	Dry Cargo liner	Tanker							
10	11	12	13	14	15	16	17	18	19

Total

Dated _____ Signature of the authorised
representative of Importer

NOTE —

- (1) Reports should be prepared separately for U.S. and Non-U.S. Vessels
- (2) Totals of columns 10 to 14, 16, 17 and 18 should always be struck
- (3) Totals of columns 18 of the reports both for U.S. and Non-U.S. Vessels taken together, should tally with the total disbursements by U.S. Banks against the letter of authorisation issued by the Ministry of Finance (Deptt. of Economic Affairs)

ANNEXURE XI
MARKING REQUIREMENTS
GOODS AND SHIPPING CONTAINERS

Except as otherwise provided below, all loan-financed goods (including machinery, equipment and materials) and their shipping containers will carry an emblem or other marking appropriately indicating the cooperation of the Government of the United States in furnishing assistance in the financing of the goods. Normally, these emblems or markers are affixed by the suppliers of the goods. Importers under AID Loans are responsible for assuring that suppliers of loan-financed goods receive necessary instructions; concerning AID marking requirements.

1. Type of Emblem or Marker

The requirements of the foregoing paragraph may be complied with by affixing a label, decalcomania, stencil, tag, metal plate, or by other means. The kind of emblem and size will depend on the type of commodity or shipping container and the nature of the surface to be marked, but in all cases must be large enough to be clearly visible at a reasonable distance. Emblems placed on goods must be substantially as durable as the trade mark or brand name affixed by the producer; emblems on shipping containers must be legible until they reach their destination. A list of firms that supply emblems satisfactory to the AID can be obtained by the U.S. Supplier from the Marking Requirements Officer, Office of Small Business, Agency for International Development Washington DC 20523.

2. Exemptions and Waivers

(a) *Exempted Goods*.—To the extent compliance is impracticable materials shipped in bulk, and semi-finished products that are not packaged in any way are exempt from the above prescribed marking requirements. If such materials or semi-finished products are shipped in containers of any kind, appropriate markers as described above shall be placed on or attached to the containers.

(b) *Waivers*.—If strict compliance with the marking requirements, in their application to particular shipments or categories of goods will result in undue hardship, disproportionate expenses, delay in delivery of the goods, or is otherwise impracticable, the supplier should apply to the Office of the Small Business, Agency for International Development, Washington with a copy to the Importer. Upon receipt of such application, AID will consider waiving the marking requirements as they apply to the particular shipment or category of goods, or may prescribe alternative means for complying with the requirements. If AID issues a waiver in this regard, the supplier should send a copy of the waiver to the importer.

ANNEXURE XII
SPECIAL CONDITIONS APPLICABLE TO CERTAIN
ITEMS OF IMPORT

Tin Plate and Terne Plate—(AID Commodity Code 6603)

Import of Tin Plate and/or Terne Plate will be subject to the condition that the U.S. suppliers should agree to purchase at the option of the U.S. Government and under applicable procedures (to be ascertained by the U.S. Supplier from the General Services Administration, Defence Materials Service, Washington D.C. 20405), surplus pig tin from the National Stockpile through G.S.A. in amounts equal to the quantity required to produce the Tin Plate and/or Terne Plate to be supplied.

Tin (excluding Pig tin), Tin Base Alloys, Tin Products and Tin Base Alloy Products including Tin Base Babbit Metals (AID Commodity Code 6899 or 6969).

Imports of tin metal and tin base alloys in primary forms (excluding Pig tin) and tin base alloy products including tin base babbit metals will be subject to the conditions that the U.S. Suppliers should agree to purchase at the option of the U.S. Government and under applicable procedures (to be ascertained by the U.S. supplier from the General Services Administration, Defence Materials Service, Washington D.C. 20405) surplus pig tin from the National Stockpile through G.S.A. in amounts equal to the quantity required to produce the tin and/or tin base alloy products to be supplied.

MINISTRY OF HEALTH & FAMILY PLANNING

New Delhi, the 13th October 1966

CORRIGENDUM

No. F.16-4/66-LSG.—In the Ministry of Health Resolution No. 16-13/65-LSG-II, dated the 5th August, 1965 as amended vide Resolutions No. 16-13/65-LSG II, dated the 7th October 1965 and the 31st December, 1965, for the existing entry against item No. 10 of the list of members of the Coordination Committee on the Urban Community Development Programme, the following may be substituted :—

"Four representatives of the Planning Commission."

GIAN PRAKASH, Jt. Secy.

MINISTRY OF EDUCATION

New Delhi, the 11th October 1966

No. 22(27)/63-SR.II.—In modification of this Ministry's Notification No. 22(27)/63-SR.II, dated the 21st August, 1965, the National Committee for International Council of Scientific Unions will consist of the following :—

1. Shri D. S. Joshi,
Cabinet Secretary. **Chairman**
2. Dr. Atma Ram,
Director General,
Council of Scientific & Industrial Research.
3. Dr. S. Bhagavantam,
Scientific Adviser to the
Minister of Defence.
4. Prof. S. Dhawan,
Director,
Indian Institute of Science,
Bangalore.
5. Shri S. S. Khera,
Chairman,
Hindustan Aeronautics Ltd.
6. Prof. M. G. K. Menon,
Director,
Tata Institute of Fundamental Research,
Bombay.
7. Dr. B. P. Pal,
Director General,
Indian Council of Agricultural Research.
8. Dr. K. R. Ramanathan,
Physical Research Laboratory,
Ahmedabad.
9. Prof. T. S. Sadasivan,
Professor of Botany,
University of Madras.
10. Dr. D. S. Kothari,
Chairman,
University Grants Commission.
11. Dr. Vikram A. Sarabhai,
Chairman, Atomic Energy Commission and
Secretary, Department of Atomic Energy,
Bombay.
12. Prof. T. R. Seshadri, F.R.S.,
Emeritus Professor,
Department of Chemistry,
University of Delhi.
13. Shri H. N. Sethna,
Director,
Atomic Energy Establishment,
Trombay, Bombay.
14. Col. B. L. Taneja,
Director General,
Indian Council of Medical Research.

M. M. MALHOTRA, Dy. Secy.

New Delhi, the 11th October 1966

No. F.8-1/66 PE-4.—In continuation of the Ministry of Education Notification of even number dated the 25th August, 1966,

Shri Sujan Singh,
Principal,
Government College of Physical Education,
Jodhpur (Rajasthan)

is nominated a member of the Central Advisory Board of Physical Education & Recreation with immediate effect and upto the 27th August, 1968 vice Shri S. M. Syeed.

R. L. ANAND, Under Secy.

MINISTRY OF LABOUR, EMPLOYMENT AND
REHABILITATION
(Department of Labour and Employment)

New Delhi, the 10th October 1966

No. E&P.4/1/36/66.—In pursuance of rule 3(f) & (g)(iii) of the Rules and Regulations of the Central Board for Workers' Education, the Government of India hereby appoints Shri I. C. Puri, Secretary, to the Government of Punjab, Labour Co-operation, Printing and Stationery and Sports Department, Chandigarh as the representative of State Government of Punjab on the Central Board for Workers' Education with effect from 2nd September, 1966 for a period ending 28th February 1966.

2. The following changes will be made accordingly in the Ministry of Labour & Employment Notification No. E&P.4(24)/58, dated the 12th December 1958/Agrahayana 29, 1880, as amended from time to time :—

For the entry :—

"5. Shri R. I. N. Ahooja,
Secretary to the Government of Punjab,
Labour, Co-operation, Printing & Stationery and
Sports Departments,
Chandigarh."

The following entry shall be substituted :—

"5. Shri I. C. Puri,
Secretary to the Government of Punjab,
Labour, Co-operation, Printing & Stationery and
Sports Departments,
Chandigarh."

HANS RAJ CHHABRA, Under Secy.